

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into on this 30<sup>th</sup> day of MAY, 2019, by and between JACKSON COUNTY, MISSOURI, hereinafter called the "County" and SHOCKEY CONSULTING SERVICES, LLC, 12351 W. 96th Terrace, Suite 107, Lenexa, KS 66215, hereinafter called "Consultant".

**WITNESSETH:**

WHEREAS, County requires the services of a consultant to assist County's Assessment Department with public outreach and other communications initiatives; and

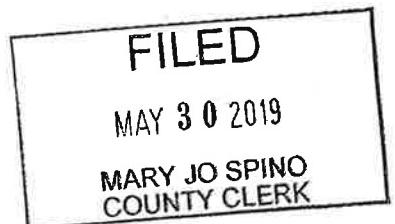
WHEREAS, Consultant represents that its firm is equipped, competent, and able to undertake such an assignment; and,

WHEREAS, Consultant has agreed to provide consulting services and assistance to the County in accordance with the terms, conditions, and covenants as set forth in the County's RFP 20-19 and Consultant's response thereto; and,

WHEREAS, Consultant and County have agreed to be bound by the provisions hereof;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Consultant respectively promise, covenant, and agree with each other as follows:

1. Consultant shall provide services related to public outreach and other communications related service for the County's Assessment Department, as is more fully described in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall provide these and any other related services only



as directed by the County.

2. Consultant shall work as an independent contractor and not as an employee of County. Consultant shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

3. County shall pay Consultant for services rendered under this Agreement in a total amount not to exceed \$25,000.00. Consultant shall invoice County monthly for tasks completed as described in Exhibit A, at the rates specified for each task in the fee schedule included in Exhibit A. Consultant shall invoice for any additional related services provided at the hourly rates specified in Exhibit A. However, in no event shall the total sum payable hereunder exceed \$25,000.00. County shall pay Consultant promptly upon receipt of Consultant's invoice.

4. Consultant shall be responsible for all of expenses incurred in the course of its performance of services under this Agreement.

5. This Agreement shall be effective as of May 23, 2019, and shall extend until December 31, 2019. Consultant or County may terminate this Agreement by giving seven days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials

must be delivered and returned by Consultant to County within three days of the demand of County.

6. Consultant promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County, except as specifically described in the attached proposal.

7. Pursuant to §285.530.2, RSMo, Consultant assures that it does not knowingly employ, hire for employment, or continue to employ any unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Consultant shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. This Agreement shall be governed by the laws of the State of Missouri.

10. This Agreement, together with the County's RFP No. 20-19 and Consultant's response thereto incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this  
Agreement on the date first above written.

SHOCKEY CONSULTING  
SERVICE, LLC

By Silvia Shockey  
Federal I.D. No. 48-1206747

JACKSON COUNTY, MISSOURI

By Frank W. White, Jr.  
County Executive

APPROVED TO FORM:

Bryan O. Covinsky  
Bryan O. Covinsky  
County Counselor

#### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$25,000.00 which is hereby authorized.

Date

5-29-2019

Bob Curtis  
Director of Finance and Purchasing  
Account No. D45-1902-56790

19022019012 KA

## **EXHIBIT A**

### **Attachment to Professional Services Agreement**

#### **2.1 TAKE DIRECTION FROM AND DIRECTLY REPORT TO THE CHIEF ADMINISTRATIVE OFFICER OF JACKSON COUNTY**

2.1.1 Shockey will meet with the Chief Administrative Officer and Jackson County staff (twice) for a one-hour meeting to discuss engagement objectives and receive direction on the scope of work and associated timeline.

2.1.2 Shockey will prepare a memo to outline a communications workplan between County and consultant.

*Deliverable:* A workplan memorandum outlining the roles & responsibilities and establish methods of communication between the consultant team and Jackson County staff.

Fee for Task 2.1 (includes out-of-pocket expenses): \$1,000

#### **2.2 ASSIST JACKSON COUNTY WITH ASSESSMENT INITIATIVES, OUTREACH, AND PROGRAMS AS DIRECTED**

2.2.1. Assist Jackson County with community engagement and consulting services as directed. Shockey staff can help plan public meetings, design and distribute informational materials, meet with stakeholders and community leaders, and advise on community engagement strategies tailored to the diverse range of stakeholders in Jackson County.

*Deliverables:* To be determined. See next page for menu of services table.

Hourly Fee schedule for Task 2.2 (excludes out-of-pocket expenses):

| <u>Classification</u> | <u>Billable Rate</u> |
|-----------------------|----------------------|
| Principal             | \$230.00             |
| Consultant III        | \$150.00             |
| Consultant II         | \$125.00             |
| Consultant I          | \$90.00              |
| Graphic Design        | \$110.00             |
| Administrative        | \$75.00              |

## EXHIBIT A

Attachment to Professional Services Agreement

### MENU OF SERVICES TABLE

The following is an estimated fees for services by type (excluding out-of-pocket expenses).

| SERVICES  | FEE ESTIMATE        |
|---|---------------------|
| <b>Public Meeting:</b> prepare newspaper advertisement, website content, email invite, postcard invite, social media invite, prepare materials for meeting, prepare presentation for meeting, facilitate meeting, provide comments/follow up items to client, and provide photos and sign-in sheet to document public meeting.<br><i>(Includes two rounds of revisions to each deliverable + Excludes out-of-pocket expenses such as printing, postage, refreshments and mileage)</i> | \$10,700            |
| <b>Social Media Campaign:</b> prepare social media messages to be posted by the client on their social media outlets. Includes six (6) unique posts.  | \$3,600             |
| <b>Presentation to Stakeholder Groups:</b> prepare a PowerPoint presentation and handout for use by the client at various stakeholders and community group meetings. Tailoring to each group is an additional \$500 per group.  | \$4,800             |
| <b>Website Content:</b> prepare website content to be posted by client on their existing website.   | \$400 cost per page |
| <b>Display:</b> prepare an unmanned display for use at public buildings, community centers and libraries. (Excludes out-of-pocket expenses such as printing)  | \$1,300 per display |
| <b>Handout:</b> prepare a simple handout for use to educate community. (Excludes out-of-pocket expenses such as printing and distribution)  | \$1,300             |
| <b>Media Briefing:</b> prepare presentation materials and press packet for media briefing. (Excludes out-of-pocket expenses such as printing)   | \$800               |

**EXHIBIT B**

**WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **SHOCKEY CONSULTING SERVICES, LLC**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **SHOCKEY CONSULTING SERVICES, LLC**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

  
Authorized Representative's Signature

PRESIDENT  
Title

SHEILA SHOCKEY  
Printed Name

5/23/19  
Date

Subscribed and sworn before me this 23 day of May, 2019. I am commissioned as a notary public within the County of Johnson, State of Kansas, and my commission expires on 8/8/20.

Sandra Kelly  
Signature of Notary

5/23/19  
Date



**SANDRA KELLY**  
NOTARY PUBLIC - State of Kansas  
My Appointment Expires  
8/8/20